

Form 210A (10/06)

United States Bankruptcy Court

District of Delaware

In re: W. R. Grace & Co., et al.,

Case No. 01-01139 et al. (Jointly

Administered under Case No. 01-01139)

NOTICE OF TRANSFER OR CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferor:

Fair Harbor Capital, LLC

As assignee of Northern Tool & Equipment Co

Northern Tool & Equipment Co

Name of Transferee:

Name and Address where notices to transferee should be sent:

Fair Harbor Capital, LLC
875 Avenue of the Americas
Suite 2305
New York, NY 10001

Northern Tool & Equipment Co
Carlette Mueller
PO Box 1219
Burnsville, MN 55337

Name and Address of Transferor:

Court Claim # (if known): #2074
Amount of Claim: \$1,578.45
Date Claim Filed:

Phone: 212 967 4035
Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Phone: n/a
Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/ Fredric Glass Date: October 25, 2007

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

~DEADLINE TO OBJECT TO TRANSFER~

The transferor of claim named above is advised the this Notice of Transfer of Claim Other than for Security has been filed in the clerk's office of this court as evidence of the transfer. Objection must be filed with the court within twenty (20) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date:

Clerk of the Court

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that except as set forth in this Assignment, neither Assignor nor any agent or representative of Assignor has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of Debtor (financial or otherwise) or any other matter relating to the Proceedings, the Assignor's rights or the status of the Proceedings. Assignor represents that it has adequate information concerning the business and financial condition of Debtor and the status of the Claim and that it has made no attempt to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignor, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court in the Proceedings), made

[illegible]

☒ A proof of Claim in the amount of \$7,578.45 has been duly and lawfully filed in two proceedings (and a true copy of such Proof of Claim is attached to this Assignment). If the Proof of Claim amounts differs from the actual amount set forth above, Assignee shall nevertheless document the award or that Proof of Claim subject--to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

[illegible]

ASSIGNMENT OF CLAIM

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Predio Class - Fair Harbor Capital, LLC

By:

[Signature]

(Signature)

Print Name/Title

Colin Miller / Credit Operations Manager

Telephone #

Northco Tool & Equipment Co

IN WITNESS WHEREOF, the undersigned Assignor hereto sets his hand this 15 day of August, 2007.

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim, Assignor hereby authorizes Assignee to file a notice of transfer pursuant to Rule 3001 (e) of the Federal Rules of Bankruptcy Procedure ("FRBP"), with respect to the Claim, while Assignee performs the due diligence on the Claim. Assignee, at its sole option, may subsequently transfer the Claim back to Assignor if due diligence is not satisfactory, in Assignee's sole and absolute discretion pursuant to Rule 3001 (e) of the FRBP. In the event Assignee transfers the Claim back to Assignor or withholds the Claim, Assignor hereby agrees and consents to all of the terms set forth in this Assignment of Claim and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice pursuant to Rule 3001 (e) of the FRBP.

CONSENT AND WAIVER CONSENT AND WAIVER

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal court located in the State of New York, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment of Claim, and in any action hereunder Assignor waives the right to demand a trial by jury.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignor in and to this Assignment of Claim. All representations and warranties made herein shall survive the execution and delivery of this Assignment of Claim and any such re-assignment. This Assignment of Claim may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single instrument.

The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of, and be enforceable by Assignor, Assignee and their respective successors and assigns.

For each the proper address for distribution purposes unless a Proof of Claim has been filed, in which case the address on the Proof of Claim shall be utilized to determine the proper address for distribution purposes. Unless Assignee is informed otherwise, the address indicated on this Assignment of Claim shall be void the distribution check, the amount of cash attributable to such check shall be deposited in Assignee's bank account, and Assignor shall if Assignor fails to reimburse the distribution check issued to Assignor on or before ninety (90) days after issuance of such check, then Assignor shall endorses or documents necessary to transfer such property to Assignee.

Assignor agrees to forward to Assignee all notices received from Debtor, the Court or any third party with respect to the Claim assigned hereto and to agree that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of Assignee to which Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days) deliver to Assignee any such property in the same form received, together with any

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